

8/31/00

Agenda Item

4

Roll Call #

00-3634

Staff Action No:

2001-0326

PREDESIGN AGREEMENT

Darwin
Harson

County Polk

City Des Moines

Project No. IM-235-2(268)1-13-77

Iowa DOT

Agreement No. 2001-P-028

This AGREEMENT, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the City of Des Moines Iowa, hereafter designated the "CITY" in accordance with 761 Iowa Administrative Code, Chapter 150 and Iowa Code sections 28E.12 and 306A.7;

WITNESSETH; that

WHEREAS, the DOT proposes to improve Interstate 235 (I-235) as a controlled access facility within Polk County, Iowa; and

WHEREAS, the DOT and the CITY are willing to jointly participate in said project, in the manner hereinafter provided; and

WHEREAS, this Agreement reflects the current concept of this project, subject to consideration of any changes in the major elements of planning or design which would affect the project's final concept;

NOW, THEREFORE, IT IS AGREED as follows:

1. The DOT in cooperation with the CITY proposes to modify I-235 within the CITY as described below:
 - A. Widening and resurfacing of mainline I-235 from the CITY's West corporation limits extending easterly to Cottage Grove Avenue and from Hull Avenue extending easterly and northerly to the CITY's North corporation limits.
 - B. Total reconstruction of I-235 from Cottage Grove Avenue extending easterly and northerly to Hull Avenue.

IT IS FURTHER agreed that the division of responsibilities will be as follows:

2. The DOT will prepare project plans.
3. Right of Way - The CITY shall be responsible for providing, without cost to the DOT, all right of way for the project which involves dedicated streets or alleys, and all other city-owned lands, except park land, which are required for the project subject to the condition that the DOT shall reimburse the CITY for the value of improvements situated on such other city-owned lands. The DOT shall be responsible for acquisition of all other right of way.
4. In connection with this project, all real estate and rights to real estate necessary for the relocation or reconstruction of public roads which are or which will be under the jurisdiction of the CITY (as well as any access roads or frontage road rights of way, if any) may be acquired by the DOT, acting on behalf of the State of Iowa, for and in the name of the CITY. The CITY shall receive title from the contract seller and does hereby agree to accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding shall be instituted to acquire real estate and/or rights in real estate needed by the CITY for the CITY and/or needed by the DOT for the DOT.
5. Access rights may be acquired by the DOT along all city side streets at interchange locations. Access rights, if acquired, will be in the name of the State of Iowa and the CITY agrees not to sell or alter the rights acquired. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112.11(8).
6. Subject to the provisions hereof, the CITY in accordance with 761 Iowa Administrative Code Sections 150.3(1)c and 150.4(2) will remove or cause to be removed all encroachments or obstructions within the limits of the existing primary highway right of way within the CITY. The CITY will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
7. The CITY shall permit the removal of any trees within the existing and/or proposed limits of any established street or primary highway that will interfere with the construction of the project or establishment of the clear zone.
8. The City shall take whatever steps may be required to legally establish grade lines of the new highway facilities constructed under said project (within the CITY), in accordance with the provisions of Iowa Code Section 364.15.
9. With the exception of service connections no new or future utility occupancy of I-235 primary highway right of way (within the CITY), nor any future relocations of or alterations to existing utilities within such limits, shall be permitted or undertaken by the CITY without

the prior written consent of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

10. The DOT and CITY agree that the following terms and conditions shall apply to sanitary and storm sewer relocations which are required as a result of the overall I-235 improvement.

- A. The CITY is responsible for \$9,200,000 of sanitary sewer relocation costs, which are required because of direct physical conflicts with the proposed improvement. These costs include design, right of way, construction, and construction inspection.
- B. The CITY is also responsible for \$3,500,000 of storm sewer costs because of the proposed improvement.
- C. The sanitary and storm sewer relocations described in paragraphs 10A & 10B herein will be included as part of the DOT's plans. The CITY will be responsible for preparing the design of the sanitary sewer relocations. The department will let and construct these sewers with the mainline construction project. The CITY will be responsible for repaying the DOT \$12,700,000 (\$9,200,000 + \$3,500,000) following completion of the project. The following is a repayment schedule for the sanitary and storm sewer costs:

On or before July 1st 2008 - \$4,000,000
 On or before July 1st 2009 - \$4,000,000
 On or before July 1st 2010 - \$4,700,000

- D. To assist the CITY with budgeting purposes, the estimated costs (see paragraph 10C herein) will not change. The CITY's cost per Section 10 C herein will not exceed \$12,700,000.
- E. Also, the CITY and DOT will be jointly responsible for three separate storm sewer outlet projects at 31st Street, Keo Way, and Deans Lake. The estimated cost and percentage responsibility for these three projects is as follows:

31 st Street	\$4,834,000	57.7% DOT	42.3% CITY
Keo Way	\$6,050,000	42.4% DOT	57.6% CITY
Deans Lake	\$4,235,000	59.8% DOT	40.2% CITY

These estimated costs include design, right of way, construction, and construction inspection. Cost obligations by the DOT and CITY will be based on actual services rendered, agreed upon purchase price of the required right of way, the accepted bid price at the contract lettings and the actual quantities in place. Any additional capacity enhancements desired by the CITY will be a 100% CITY cost.

- F. The CITY has the option to include or defer any or all of the three storm sewer outlet projects (see Section 10E herein) with the I-235 mainline improvement. The DOT will credit the CITY for the DOT's share of said outlet projects if the CITY decides to defer said projects. If deferred, the credit would reduce the CITY's costs for repayment as outlined in Section 10C herein. If the CITY chooses to receive credit (up front for any or all of the three projects), the CITY would be responsible for 100% of the said outlet projects that are delayed, all at no additional expense or obligation to the DOT. If the CITY elects to include any or all of the outlet projects with the I-235 improvements, the CITY will be responsible for repaying the DOT the CITY's respective percentages (see Section 10E herein) in three equal yearly installments which will be due on or before July 1st of 2008, 2009 and 2010 respectively.
- G. The CITY is also responsible for any existing transverse sanitary sewer crossings that require lining because of structural inadequacies as determined by the CITY. The CITY is responsible for analyzing and verifying that the existing crossings have adequate strength before they will be allowed to remain in place as is. If the CITY determines that a transverse crossing(s) cannot be lined, the CITY will replace the crossing(s) in accordance with current DOT guidelines.
- H. The transverse crossings identified in Section 10G herein, if requiring replacement or lining, will be included as part of the mainline I-235 project. The DOT will let and construct said crossings and the CITY will be responsible for the design of same. The actual repayment will be based on bid prices received for said crossings. The CITY will be responsible for repaying the DOT in three equal installments due on or before July 1st of 2008, 2009, & 2010 respectively.
- I. The DOT will be responsible for all other sanitary sewer or storm sewer relocation costs necessary for this project. This does not include any unknown storm sewer outlet projects or fiber optics cable impacts that have yet to be determined by the CITY or DOT as of this date.
- J. This agreement does not address the water line relocations necessary within the CITY. The water line relocations will be addressed subsequently by a separate utility relocations agreement.
- 11. Limits of storm sewer improvements shall be specified by the DOT. The DOT will also involve CITY staff during the storm sewer design.
- 12. The responsibility for storm sewer maintenance for this improvement will be determined by accessibility to related utility accesses or intakes either inside or outside of the I-235 controlled access area. Those storm sewer lines which are totally or partially within the I-235 controlled access area, shall be maintained by the DOT, and those storm sewer lines which are totally outside of the I-235 controlled access area, shall be maintained by the

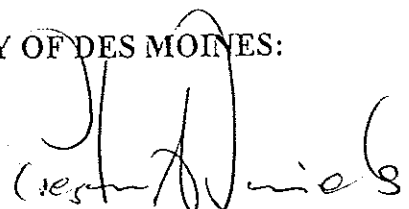
CITY. The CITY shall not make any connections to said storm sewers without prior written approval of the DOT. The CITY shall take all appropriate measures to prevent use of such storm sewers as a sanitary sewer. Future preconstruction agreements for each project segment will address maintenance responsibilities on each specific storm sewer utility access, intake and line.

13. New lighting and/or traffic signal construction which may be accomplished (within the I-235 improvement area) as part of or incident to these improvements shall be provided under guidelines established in 761 Iowa Administrative Code Ch. 150. The DOT shall construct traffic signal installations (where warranted) all at no cost to the CITY. Lighting which is requested by the CITY for bridge overpasses and underpasses not associated with an interchange, and any pedestrian only lighting, will be paid entirely by the CITY at no cost to the DOT or any individual project. This will also include any CITY requested lighting which may be constructed outside interchange ramp terminals. If constructed, the CITY shall accept ownership of and responsibility for future energy and maintenance costs of those traffic signal units which lie within the CITY'S corporate boundaries as well as those lighting units located outside interchange ramp terminals and those which are for pedestrian use only.
14. Access Control, Parking - The CITY shall promptly impose, continue and maintain access control and parking restrictions after the new or modified facilities constructed for said project have been completed and made operable.
15. Parking shall be prohibited along both sides of proposed I-235 within the project area.
16. A Preconstruction Project Agreement shall be prepared by the DOT prior to the project letting for each segment of this overall improvement. These agreements shall address construction of the project in more detail.
17. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
18. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
19. This Agreement may be executed in two counterparts, each of which so executed shall be deemed to be an original.
20. This Agreement as set forth in paragraphs 1 through 20 herein (inclusive) represents the entire Agreement between the CITY and the DOT. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed Addendum to this


Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed Predesign Agreement No. 2001-P-028 as of the date shown opposite its signature below.

CITY OF DES MOINES:

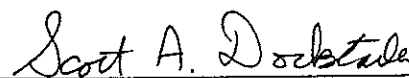
By:  Date September 22, 2000.
Title: Mayor

I, Donna Boetel-Baker, certify that I am the Clerk of the CITY, and that PRESTON A. DANIELS, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on the 31st day of August, 2000.

Signed 

City Clerk of Des Moines, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By:  Date October 9, 2000.
Scott A. Dockstader
District Engineer
District 1.

Street Improvements **I-235 Storm and Sanitary Sewer Improvements** **2009-10/2014-15 Capital Improvements Program**

Chart of Accounts	STR197	CP038 ENG990000	Cost for Plan Period	—
Department Responsible:	Engineering		Cost Beyond Six-year Period:	—
General Category:	Infrastructure - Repair/Rehab		Committed 06-30-2008:	460,444
Relationship to City Goals:	Pride in Assets, Public safety		Estimated Useful Life (yrs)	50
Ward(s):	1, 2, 3, 4		Start Date:	Jul 2001
Neighborhood(s):	N/A		End Date:	Jun 2010

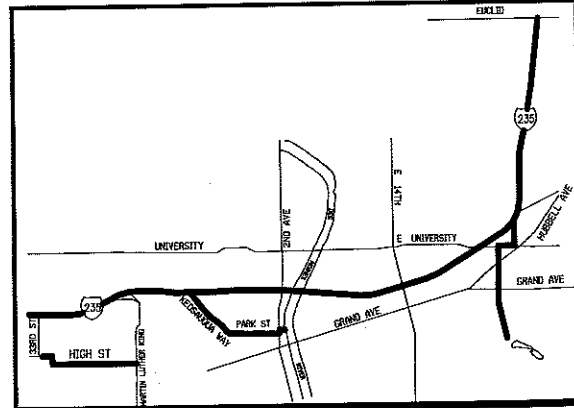
	TOTAL	COST THROUGH 2007-08	AMENDED BUDGET 2008-09	ADOPTED BUDGET 2009-10	PLAN YEARS				
					2010-11	2011-12	2012-2013	2013-2014	2014-2015
Beginning Balance	—	—	503,500	—	—	—	—	—	—
Revenues:									
Federal	—	—	—	—	—	—	—	—	—
GO Bonds Issued	—	—	—	—	—	—	—	—	—
GO Bonds to be Issued	—	—	—	—	—	—	—	—	—
Other	175,805	175,805	—	—	—	—	—	—	—
Sanitary Sewer Fund	10,767,500	2,206,666	4,394,167	4,166,667	—	—	—	—	—
State	2,431,121	2,348,945	82,176	—	—	—	—	—	—
Storm Water Utility Fund	3,044,167	723,334	2,320,833	—	—	—	—	—	—
Storm Rev Bonds to be Issued	3,133,333	—	—	3,133,333	—	—	—	—	—
Tax Increment Bonds Issued	5,200,000	5,200,000	—	—	—	—	—	—	—
Total Revenue	24,751,926	10,654,750	6,797,176	7,300,000	—	—	—	—	—
Transfers In (Out):									
Total Transfers	—	—	—	—	—	—	—	—	—
Expenditures	24,751,926	10,151,250	7,300,676	7,300,000	—	—	—	—	—
Ending Cash Balance		503,500	—	—	—	—	—	—	—
Change in Expend. (Prev. Yr.)	(10,505,000)	(3,255,676)	(3,249,324)	(4,000,000)	—	—	—	—	—

Description: This project provides for various improvements needed in conjunction with the I-235 improvement project. Initially, the State will loan the City money for these projects, with the City repaying the loans in 2007-08, 2008-09, and 2009-10 using TIF Bonds, and storm and sanitary sewer enterprise funds. The loans bear no interest. The storm sewer-related projects will include: Longitudinal Storm Sewers \$11,100,000, City Share (fixed) - \$3,500,000; Ingersoll Run Storm Outlet \$4,834,000, City share - \$2,044,782, Ingersoll Run Outlet Enhanced Capacity, City share \$1,950,000; Birds Run Outlet \$6,886,000, City share - \$3,928,463; Birds Run Enhanced Capacity, City Share - \$1,300,000; Deans Lake Outlet \$6,554,000, City Share - \$3,142,643; Deans Lake Enhanced Capacity, City cost - \$500,000. Sanitary Sewer Relocations, City cost (fixed) - \$9,200,000. The payments of \$6,800,000 in 2007-08, \$7,000,000 in 2008-09, and \$7,00,000 in 2009-10 are the three payments on the state loan that will initially fund this project. This project now includes a 54 inch relief sewer that was previously included in the Sanitary Sewer Section of the CIP (SAE118) - it was built in conjunction with the I-235 Storm Sewer.

Justification: Through the Interstate 235 (I-235) Master Predesign Agreement between the City and IDOT (Agreement No 2001-P-028, Roll Call 00-3634) the City is responsible for the cost of these improvements.

Explanation of Change in Expenditures: This project has not changed significantly from last year's CIP. \$9,650,000 of Federal pass-through funding shown in last year's CIP has been deleted from the project.

Operating Budget Effect: This project is not expected to have a significant impact on the operating budget of either the Storm Sewer or Sanitary Sewer Enterprise funds.



WORKPLAN	FY 2008	FY 2009	FY 2009	FY 2009	FY 2009	FY 2010	FY 2010	FY 2010	FY 2010
	Apr-Jun 08	Jul-Sep 08	Oct-Dec 08	Jan-Mar 09	Apr-Jun 09	Jul-Sep 09	Oct-Dec 09	Jan-Mar 10	Apr-Jun 10
Loan Repayment	Payment	—	—	—	Payment	—	—	—	Payment



Roll Call Number

09-1395

Agenda Item Number

65

Date July 27, 2009

AUTHORIZATION TO SUBMIT A GRANT APPLICATION TO I-JOBS FOR FLOOD
RELATED IMPROVEMENTS, REPAIR, AND MITIGATION AND OTHER PUBLIC
IMPROVEMENTS AND APPROVAL OF CITY OF DES MOINES MATCHING FUND
COMMITMENT REQUIREMENTS

WHEREAS, the Culver/Judge Iowa's Infrastructure Investment Initiative ("I-Jobs") has \$830,000,000.00 in funding for grants to provide state economic recovery funding for public projects, including projects for public buildings, disaster relief, flood-related infrastructure, and water quality and waste water improvements; and

WHEREAS, the City of Des Moines has prepared an I-Jobs grant application requesting funding for 10 City projects and 3 Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") projects, as described in the attached Council Communication; and

WHEREAS, I-Jobs grants require matching funds, as described in the attached Council Communication.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the City Manager is hereby authorized and directed to apply on behalf of the City and the Des Moines Metropolitan Wastewater Reclamation Authority for grants in the amount of totaling \$21,325,000 for City projects and in the amount of \$16,000,000.00 for WRA projects from I-Jobs for various projects, as described above.

BE IT FURTHER RESOLVED that the City hereby approves and commits to matching funds payments for all such grants received from I-Jobs.

(Council Communication No. 09-518)

MOVED by

Meyer

to approve.

APPROVED AS TO FORM:

Ann DiDonato

Ann DiDonato, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
COLEMAN	✓			
HENSLEY	✓			
KIERNAN	✓			
MAHAPPEY	✓			
MEYER	✓			
VLASSIS	✓			
TOTAL	7			

MOTION CARRIED

APPROVED

T. M. Franklin
Mayor


CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Diane Rauh

City Clerk

 <div style="text-align: center;"> <h1 style="margin: 0;">Council</h1> <h1 style="margin: 0;">Communication</h1> <p style="margin: 0;">Office of the City Manager</p> </div>	Date	July 27, 2009
	Agenda Item No.	65
	Roll Call No.	09-
	Communication No.	09-518
	Submitted by: Randy Wetmore, Assistant City Manager	

AGENDA HEADING:

Authorization to submit a grant application to I-JOBS for flood related improvements, repair and mitigation and other public improvements and approval of City of Des Moines matching fund commitment requirements.

SYNOPSIS:

The State of Iowa recently passed legislation for bonds to be issued in the amount of \$830 million for a variety of projects. The I-JOBS program is subdivided into various sub-grant programs, one program being a \$118.5 million competitive Flood Recovery and Rebuilding program. The city has projects that meet the threshold for eligibility for this sub-grant program and the applications must be in no later than August 3, 2009, for the first round of competition. All projects require a local match of either 25% or 50%. There is also a need to have a commitment that the local match will be available should a grant be awarded. It is recommended the City Manager be authorized to sign grant applications for submission to the State of Iowa.

FISCAL IMPACT:

Amount: \$20,675,000 in matching funds would be required if the City received funding for all requests. WRA projects would be \$16,000,000, if all of those grant requests were funded. It should be noted, there is a \$50,000,000 cap that can be awarded to a single entity. The impact lists the grand totals because we do not know which projects may be awarded funding.

Funding Source: It is planned, depending on the projects approved, that funding will come from cash on hand, issuance of bonds, WRA funds or additional grant funds, if available.

ADDITIONAL INFORMATION:

The I-JOBS program is similar to the American Recovery and Reinvestment Act (ARRA) in that its prime goal is to create and retain jobs in Iowa. A total of \$830 million dollars has been approved by the Legislature for the program. Program funding is available for Public Improvements, Disaster Recovery, Transportation, Rebuilding Universities, Environment and Water Quality, Housing Needs and Telecommunications and Renewable Energy. All projects require a funding match. If a project is for replacing or rebuilding existing disaster-related damaged property, it may receive up to 75% I-JOBS funds. All other projects may receive up to 50% of project costs. As part of the application, there must be a commitment that the local match will be available should a grant be awarded.

The City is applying for WRA projects because an applicant must be a public organization (governmental agency) or a 501(c)3. The WRA is legally neither but it is a public organization. The Iowa Finance Authority, the organization handling this for the State, agreed that the WRA projects can be applied for, but only if through a city. The WRA will be responsible for providing the matching funds for their projects.

Below is a list of projects that may be applied for:

	Estimated Project Cost	I-JOBS Request
Birdland Levee Replacement	\$3,000,000	\$2,250,000
Central Place Levee Improvements	\$4,200,000	\$2,100,000
Closes Creek Watershed Improvements	\$4,000,000	\$2,000,000
Court Avenue/Water Street Storm Water Pump Station	\$6,300,000	\$3,150,000
I-235 Dean's Lake Outlet Storm Sewer	\$5,100,000	\$1,250,000
Riverpoint Sewer Separation Project	\$2,500,000	\$1,250,000
Sanitary Sewer Lining in Problem Areas	\$3,500,000	\$2,625,000
Tonawanda Ravine Improvements	\$1,400,000	\$700,000
Fire Station #1	\$6,000,000	\$3,000,000
Fire Department Training and Logistics Facility	\$6,000,000	\$3,000,000
Subtotal City	\$42,000,000	\$21,325,000
WRA Equalization Basin Utilization	\$1,000,000	\$500,000
WRA Southern Tier High Flow Pump Station Improvements	\$4,500,000	\$2,250,000
WRA Westside Pump Station Mitigation	\$1,500,000	\$750,000
WRA Westside Supplemental Equalization Basin	\$25,000,000	\$12,500,000
Subtotal WRA	\$32,000,000	\$16,000,000
Total	\$74,000,000	\$37,325,000

The match for City Projects is \$20,675,000.

The match for WRA Projects is \$16,000,000.

The City received \$750,000 in I-JOBS funds for the Riverwalk in May of this year.

PREVIOUS COUNCIL ACTION(S): NONE

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

Accept award of grants.

For more information on this and other agenda items, please call the City Clerk's Office at 515-283-4209 or visit the Clerk's Office on the second floor of City Hall, 400 Robert D. Ray Drive. Council agendas are available to the public at the City Clerk's Office on Thursday afternoon preceding Monday's Council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email to cityclerk@dmgov.org.